Form 210A (10/06)

### United States Bankruptcy Court Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (SCC) (Jointly Administered)

#### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Name of Transferor

Deutsche Bank AG, London Branch

Coutts & Co AG f/k/a RBS Coutts Bank AG

Name and Address where notices to transferee should be sent:

Deutsche Bank AG, London Branch Winchester House, 1 Great Winchester Street

London EC2N 2DB
Tel: +44 20 7547 2400
Fax: +44 113 336 2010
Attention: Michael Sutton

E-mail: Michael.sutton@db.com

Court Claim # (if known): 45221

Amount of Claim (transferred):

USD 20,000.00 in principal amount of ISIN XS0257807874 (plus all interest, costs and fees relating to this claim)

Date Claim Filed: 23 October 2009

Tel: N/A

Last Four Digits of Acct. #: N/A

Last Four Digits of Acct. #: N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Alex Darbyshire

**Duncan Robertson Managing Director** 

PARTIAL Transfer of LBHI Claim # 45221 PROGRAM SECURITY

## AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, COUTTS & CO AG ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to DEUTSCHE BANK AG, LONDON BRANCH (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 hereto, in Seller's right, title and interest in and to Proof of Claim Number 45221 filed by or on behalf of Seller or any of Seller's predecessorsin-title (a copy of which is attached at Schedule 2 hereto) (the "Proof of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto. For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of Seller related to or in connection with the Transferred Claims, Purchased Securities or the Proceedings.
- Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; or, alternatively, Seller has been duly authorized to sell, transfer and assign the Transferred Claims by the owner of Transferred Claims who has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by such owner or against such owner; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; (f) neither Seller nor any of its predecessors-in-title has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) the Transferred Claims are Class 5 Senior Third Party Guarantee Claims; (h) on April 17, 2012 Seller or any of its predecessors-in-title received the first distribution relating to the Transferred Claims totaling the amount of \$721.85, on October 1, 2012 Seller or one of its predecessors-in-title received the second distribution relating to the Transferred Claims totaling the amount of \$487.12, on April 4, 2013 Seller or one of its predecessors-in-title received the third distribution relating to the Transferred Claims totaling the amount of \$615.31, on October 3, 2013 Seller or one of its predecessors-in-title received the fourth distribution relating to the Transferred Claims totaling the amount of \$729.46, on April 3, 2014 Seller or one of its predecessors-in-title received the fifth distribution relating to the Transferred Claims totaling the amount of \$792.37, on October 2, 2014 Seller or one of its predecessors-in-title received the sixth distribution relating to the Transferred Claims totaling the amount of \$594.67, on April 2, 2015

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Seller or one of its predecessors-in-title received the seventh distribution relating to the Transferred Claims totaling the amount of \$405.83, on October 2, 2015 Seller or one of its predecessors-in-title received the eighth distribution relating to the Transferred Claims totaling the amount of \$309.53, on March 31, 2016 Seller or one of its predecessors-in-title received the ninth distribution relating to the Transferred Claims totaling the amount of \$85.90, on June 16, 2016 Seller or one of its predecessors-in-title received the tenth distribution relating to the Transferred Claims totaling the amount of \$127.91 and Seller or one of its predecessors-in-title has received a distribution paid on or about May 8, 2013 in the amount of \$2,435.11, a distribution paid on or about October 28, 2013 in the amount of \$991.00, a distribution paid on or about April 28, 2014 in the amount of \$1,072.98, a distribution paid on or about October 27, 2014 in the amount of \$821.78, a distribution paid on or about April 28, 2015 in the amount of \$553.32, a distribution paid on or about 30 October 2015 in the amount of \$425.58 and a distribution paid on or about April 28, 2016 in the amount of \$118.90 by Lehman Brothers Treasury Co. B.V., with respect to the securities relating to the Transferred Claims; and (i) other than the distributions set out herein, neither Seller nor any of its predecessors-in-title has received any distributions in respect of the Transferred Claims and/or Purchased Security.

- 3. Seller hereby waives any objection to the transferr of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

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## 08-13555-mg Doc 53291 Filed 07/11/16 Entered 07/11/16 14:00:29 Main Document Pg 4 of 18

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this  $\frac{4}{3}$  day of  $\frac{2016}{3}$ .

COUTTS & CO AG

Name: Peter Meier / Dennis Cheung
Title: Executive Director / Vice President

WLY

Coutts & Co AG Attn: H.-P. Schmid / XOE Lerchenstrasse 18 Postfach CH-8022 Zurich DEUTSCHE BANK AG, LONDON BRANCH

By:\_\_\_ Name:

Title: Alex Darbyshire
Vice President
Winchester House

1, Great Winchester Street London EC2N 2DB ENGLAND

Attn: Michael Sutton

**Duncan Robertson Managing Director** 

# Transferred Claims

## Purchased Portion

1.03093% of the claim that is referenced in line item number 40 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the Purchased Security described below (plus all interest, costs and fees relating to this claim).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount	Maturity
MTN4586	XS0257807874	6051225	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	USD 20,000.00	USD 20,000.00	6/16/2009

Schedule 1-1

DB Ref: 18111(6)

Schedule 2

Copy of Proof of Claim 45221

Schedule 1-1

DB Ref. 18111(6)

In Re:    Chapter 11   Chapter 13   Chapter 14   Chapter 14   Case No. 08-1355 (JMP) (Jointy Administered)     Case No. 1355 (JMP) (Jointy Machinistered)     Case No. 1355 (JMP) (Jointy Machinistered)     Case No. 1355 (JMP) (Jo	United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM									
Note: This form may not be used to file claims other than those bised on Lehman Programs. Securities as fisted on physical and the programs Securities as fisted on physical and the programs Securities as fisted on programs. Securities as fisted on programs. Security of the securities of the provide that this claim amonds a previously filed claim. Court Claim Number: (I have not seen as fired phone number: Wiley Structure and address where payment should be sent if different from above)    Court Claim Number: (I have not seen as fired on the programs Securities. Some set as fired on: Schweiz Telephone number: Wiley Structure and Address: (I have not set as fired on: Schweiz Structure)   Check this box if you are aware that anyone else has filed a proof of claim anyone else has filed a proof of claim anyone else has filed approof of claim appropriate anyone else has filed approof of claim anyone else has filed approof of claim appropriate any	In Re: Lehman Brothers Holdings Inc., et al., Lehman Brothers Holdings Inc., et al., Chapter 11 Case No. 08-13555 (JMP)	Lehman Brothers Holdings Inc., Et Al.									
Court Claim Number:    Postfach   Schweiz   Postfach   Postfac	based on Lehman Programs Securities as listed on										
Name and address where payment should be sent (if different from above)    Check this box if you are aware that anyone clash as field a proof of claim relating to your claim. Box of of claim relating to your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be staded in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim vite respect to more than one Lehman Programs Security to which this claim relates.    Amount of Claim: S	Creditor) RBS Coutts Bank AG Stauffacherstrasse 1 Postfach	claim amends a previously filed claim.  Court Claim Number:									
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Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.  Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.  International Securities Identification Number (ISIN): Let Charles (Required)  3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.  Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:  (Required)  4. Provide the Clearstream Bank, Euroclear Bank electronic Instruction Reference Number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.  Accountholders Euroclear Bank, Clearstream Bank or Other Depository By filing this claim, you consent to, and are deemed to have authorized. Eurocleaf Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of the creditor	Programs Securities as of September 15, 2008, whether you owned the Lehmar and whether such claim matured or became fixed or liquidated before or after 8 dollars, using the exchange rate as applicable on September 15, 2008. If you are you may attach a schedule with the claim amounts for each Lehman Programs 1	Programs Securities on September 15, 2008 or acquired them thereafter, leptember 15, 2008. The claim amount must be stated in United States e filing this claim with respect to more than one Lehman Programs Security, Security to which this claim relates.									
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of the creditor or other person authorized to the this claim and state deless and telephone number if different from the notice eddress above. Attach copy of the of attorney, if any.  HP. Schmid  EPIO BANKRUPTCY SOLUTIONS, LLC	5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By consent to, and are deemed to have authorized, Euroclear Bank, Clearstream B disclose your identity and holdings of Lehman Programs Securities to the Debt reconciling claims and distributions.	ank or other depository to ors for the purpose of									
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Penalty for presenting fraudulent claim: Fine of up to \$500,000 in the somether for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571	(0.0.10) / C	Fi1. Oction									
	Penalty for presenting fraudulent claim: Fine of up to \$500,000	furtisonadent for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571									

#### INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

#### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

#### DEFINITIONS

#### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

#### Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy

filing.

#### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

#### **Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptey Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

### Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009.

#### INFORMATION

#### Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a>) to view your filed proof of claim.

#### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy-court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.



## **■** Zeugnis

des Handelsregisteramtes des Kantons Zürlch

#### CERTIFICATION

Issued by the Commercial Registry of Canton Zurich

It is hereby certified that the following company is entered in the Commercial Register of Canton Zurich: a joint stock company by the name of Courte & Co AG------(Coutts & Co SA) (Coutts & Co Ltd)----domiciled in Zurich-----Address; Stauffacherstrasse 1, 8004 Zurich-----This company has been entered in the Commercial Register of Canton Zurich since 21st March 1930. It has been entered in the aforementioned register under the following versions: From 21<sup>st</sup> March 1930 to 21<sup>st</sup> December 1932 Bank für Industrie-Unternehmungen (Banque pour Entreprises Industrielles) (Bank for Industrial undertakings)-----From 21<sup>st</sup> December 1932 to 06<sup>th</sup> January 1937

Bank für Industrie- und Anlagewerte-----(Banque pour Valeurs Industrielles et de Placement)-----From 24th December 1953 to 20th July 1959 Handelsbank in Zürlch (Banque commerciale à Zurich) (Bança commerciale a Zurigo) (Commercial Bank In Zurlch)-----(Banque Commerciale à Zurich) (Banca Commerciale a Zurigo) (Commercial Bank In Zurich)-----From 29th April 1975 to 24th June 1987 Handelsbank N.W. From 24<sup>th</sup> June 1987 to 25<sup>th</sup> March 1991 Handelsbank Nat West-----

From 25 <sup>th</sup> March 1991 to 12 <sup>th</sup> August 1992 <u>Coutts &amp; Co AG</u>
From 12 <sup>th</sup> August 1992 to 24 <sup>th</sup> June 1997
Coutts & Co AG
From 24 <sup>th</sup> June 1997 to 01 <sup>st</sup> October 2004 <u>Coutts Bank (Schweiz) AG</u>
(Banque Coutts (Suisse) SA) (Coutte Bank (Switzerland) Ltd)
From 01 <sup>st</sup> October 2004 to 06 <sup>th</sup> December 2007 <u>Coutts Bank von Ernst AG</u>
(Coutts Bank von Ernst SA) (Coutts Bank von Ernst Ltd)
From 06 <sup>th</sup> December 2007 to 01 <sup>st</sup> November 2011
RBS Coutts Bank AG (RBS Coutts Bank Ltd)
It has been entered since 01 <sup>st</sup> November 2011 under the following name: Coutts & Co AG
Coutts & Co SA) (Coutts & Co Ltd)
This joint stock company has been entered in the Commercial Register of Canton Zurich under the following addresses:
From 01 <sup>st</sup> October 2004 to 14 <sup>th</sup> December 2015 Stauffacherstrasse 1, 8004 Zurich
Entry since 14 <sup>th</sup> December 2015 Lerchenstrasse 18, 8045 Zurich
Entry since 14 <sup>th</sup> December 2015 Lerchenstrasse 18, 8045 Zurich
(In reference to the aforementioned joint stock company there were other versions of the company address entered in the Commercial Register of Canton Zurich prior to 01st

Zurich, Switzerland, 05<sup>th</sup> January 2016 Company number: "CHE-105.841.220

Signed:

mercial Register.

Ма

Fee:

CHF 120.--





## Handelsregisteramt des Kantons Zürich

CERTIFICATION				
Issued by the Comm	nercial Registry of Can	ton Zurich		
It is hereby certified ter of Canton Zurich:	that the following com a joint stock company	pany is ent by the nar	ered in the Co ne of	mmercial Regis-
RBS Coutts Bank AC	3		- 75 for course for all 100 100 100 000 000 000 000 000 000 0	
	A) (RBS Coutts Bank			
domiciled in Zurich	보 40 40 40 40 40 40 40 40 40 40 40 40 40			
Address: Stauffache	rstrasse 1, 8004 Zuricl	<b>)</b>	A different describer des recommens son des voix . des voix des des que mit et	er der von den der der der von von den der den von von der dir helt bei der der den den den den der
21 <sup>st</sup> March 1930. It l lowing versions:	een entered in the Co has been entered in t	he aforeme	entioned regist	er under the fol-
From 01 <sup>st</sup> October 20	004 to 06 <sup>th</sup> December : nst AG	2007		
Coutts Bank von Ern	nst AGnst SA) (Coutts Bank \	on Ernst L	td)	
1000000				
It has been entered	since 06 <sup>th</sup> December 2 <u>3</u>	007 under	the following n	ame:
(RBS Coutts Bank S	A) (RBS Coutts Bank	Ltd)		****
(In reference to the of the company nam 01 <sup>st</sup> October 2004).	aforementioned joint and entered in the Com	stock comp mercial Re	any there wer gister of Canto	e other versions on Zurich prior to
and the state of				a a a sur si i a a a a a a a a a a a a a a a a a
It is further certified the laws of Switzerland.	that the aforementions			
		1/25	SREGISTE	
Zurich, Switzerland, Company number: Signed:	18 <sup>th</sup> December 2007 CH-020.3.911.383-6 Sa	A CONTRACTOR OF THE PARTY OF TH	SREGISTER	

Fee: CHF 120.--

Schedule of Holdings in Lehman Securities Programs Asset for the attached Claim

<b>5</b> 1 8	Ø	cy.	မွ	0	ω	0	ω	0	ω	ო	Ŋ	0	က္	<u>ග</u>	08211
Blocking Reference	6051289	6051365	6051286	6051290	6051288	6051370	6051368	6051220	6051218	6051213	6051222	6051280	6051283	6051369	909061372008211
Custodian Our account at Custodian	98614	98614	98614	21495	98614	21495	98614	21498	98614	21495	98614	98614	21498	21495	20121553
Custodian	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	SIX SIS Ltd.
Total Claim Amount in USD	44'016.90	141'990.00	85'194.00	99'393.00	255'582.00	141'990.00	113'592.00	5'497'000.00	750'000.00	4'626'000.00	893'800.00	227'184.00	70'995.00	100'000.00	162'233.25
Exchange rates as applicable on 9.15.2008	1,41990	1.41990	1,41990	1,41990	1,41990	1.41990	1,41990	1.00000	1.00000	1.00000	1.78760	1.41990	1.41990	1.00000	1.11885
Nominal Amount	31,000	100,000	60,000	70.000	180'000	100.000	80,000	5'497'000	750,000	4'626'000	200,000	160'000	20,000	100,000	145.000
Nominal Currency	EUR	EUR	EUR	EUR	EUR	EUR	EUR	αsn	OSD	OSD	GBP	EUR	EUR	OSD	CHF
Securities Description	Lehman Brothers UK Cap Fund -in default- 4.544 % Notes / 2005 - without fixed maturity variable rate	Lehman Brothers Holdings IncChapter XI- 6 3/8 % EMTN / 2001-10.5.2011	Lehman Brothers Treasury BV -in default- 4.16915 % EMTN / 2005-16.2.2017 variable Rate	Lehman Brothers UK Capital Funding II LP -in default- 5 1/8 % non-cum.pref.Secs / 2005 - without fixed maturity	Lehman Brothers Holdings IncChapter XI- 4 % EMTN / 2005-9.3.2015 Series 2655 Senior	Lehman Brothers Holdings IncChapter XI- 4 3/4 % EMTN / 2004-16.1,2014 Series 1937 Senior	Lehman Brothers Holdings IncChapter XI- 4 3/4 % EMTN / 2004-16.1.2014 Series 1937 Senior	Lehman Brothers UK Capital Funding V LP -in default- 6.9 % registered Notes / 2007 - without fixed maturity	Lehman Brothers UK Capital Funding V LP -in default- 6.9 % registered Notes / 2007 - without fixed maturity	Lehman Brothers UK Capital Funding V LP -in default- 6.9 % registered Notes / 2007 - without fixed maturity	Lehman Brothers Holdings IncChapter XI- 6 % EMTN / 2007-25.1.2013 Senior	Lehman Brothers UK Capital Funding IV LP -in default- 5 3/4 % Regd. Preferred Securities / 2007 - without fixed maturity Reg-S	Lehman Brothers UK Capital Funding IV LP -in default- 5 3/4 % Regd. Preferred Securities / 2007 - without fixed maturity Reg-S	Lehman Brothers Holdings Inc UK -in default- 4.029 % EMTN / 2003-13.11.2009 floating Rate	Lehman Brothers Holdings IncChapter XI- 2 1/2 % EMTN / 2006-13.10.2010
ISIN Code	XS0215349357	XS0128857413	XS0211814123	XS0229269856	xS0213899510	XS0183944643	XS0183944643	XS0301813522	XS0301813522	XS0301813522	XS0299141332	XS0282978666	XS0282978666	XS0178222179	CH0026985082

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6051366	6051177	117175522008211	6051179	6051186	6051215	6051182	6051219	6051212	6051174	6051279	6051223	6051163	6051160	6051167		
98614	98614	20121553	98614	21498	21495	21498	21498	21495	21498	98614	98614	21498	21498	21495		
Euroclear	Euroclear	SIX SIS Ltd.	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear		
283'980.00	141'990.00	65,000.00	100'000.00	950,000.00	100'000.00	100'000.00	1,800,000,00	950,000.00	141'990.00	2,950,000.00	4'387'491.00	1,500,000.00	350,000.00	550,000.00		
1.41990	1.41990	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.41990	1.00000	1.41990	1.00000	1.00000	1.00000		
200,000	100,000	65.000	100.000	950,000	100,000	100,000	1.800.000	950,000	100,000	2,950,000	3,030,000	1,500,000	350,000	250,000		Page 2
EUR	EUR	asn	OSD	asn	OSN	asn	OSD	OSD	EUR	OSD	EUR	OSD	OSD	asn		
Lehman Brothers Treasury BV -in default- 0 % EMTN / 2003- 26.11.2009	Lehman Brothers Holdings IncChapter XI- 5 1/8 % EMTN / 2007-27.6.2014	Lehman Brothers Treasury BV -in default- Certificates / 2007-22.2.2010 on DJ Industrial Average Index	Lehman Brothers Treasury BV -in default- 11 % p.a. CAELN - 1.6.2010 on Shares 5 HK 90 % PUT: 130.77, 98 % qtrly TG: 142.394.	Lehman Brothers Treasury BV -in default- 11 % p.a. CAELN - 1.6.2010 on Shares 5 HK 90 % PUT: 130.77, 98 % qtrly TG: 142.304	29.5.2009 on shares HSBC (5 HK) 93 % Put HKD 135.036 100 % Orly, TE HKD 145.90	Lehman Brothers Treasury BV 10 % p.a. CAELN -29.6.2009 on shares HSBA LN, C UN & JPM UN 75 % PUT:697.875,40.545,38.0925 92 % qtrly Trg: 856.06,	49.1.354, Lehman Brothers Treasury BV -in default- 11.5 % pa CAELN - Lehman Brothers Treasury BV -in default- 11.5 % pa CAELN - Tre- 14.2 178	19: 143.170 Lehman Brothers Treasury BV -in default- 11.5 % pa CAELN - 25.5.2010 5 HK - HSBC Holding Plc 90 % PUT: 131.49 98 % qtr Trr: 143.178	Lehman Brothers Treasury BV -in default- 14 % p.a. CAELN - Lehman Brothers Treasury BV -in default- 14 % p.a. CAELN - 12009 on States UBSN VX & BNP FP 85 % PUT: 59.3317, 27.326 of 6% Order Trans 82 3410 82 6636	Fa.cs05, 35.7% Carlly 119, 00.3 Fra, 02.30505, Lehman Brothers Treasury BV -in default- CGN 0 % Luxury Goods basket Notes / 2006-22.11.2010 4 Years (USD)	Lehman Brothers Treasury BV -in default- CGN protected Pan Asia high Dividend Note / 2007-18.5.2010 on S&P Pan Asia 50 birth Dividend Index / 3 Young El ID)	Lehman Brothers Treasury BV -in default- 10N36 DRAN, CPN 7.75% P.A. 0 6MTH USD LIBOR - 7 MAT 7-JAN-2018	Lehman Brothers Treasury BV 15 % p.a. CAELN -26.10.2009 on shares BAC UN & C UN 70 % p.d. 26.715 22 152 100 % Oth, Top. 67 67 36	TO 76 FUL. 30: 173, 33: 132, 102, 76 WHY THY: 32. 47, 47, 330 Lehman Brothers Treasury BV 15 % p.a. CAELN -26,10,2009 on shares BAC UN & C UN	70 % Put: 36.715, 33.152 100 % Qtrly Trg: 52.45, 47.36	
XS0180154550	XS0307745744	CH0027120705	XS0302282602	XS0302282602	XS0302280499	XS0307616937	XS0301339510	XS0301339510	XS0308734242	XS0274890523	XS0300477709	XS0336410013	XS0326540290	XS0326540290		

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6051171	6051181	6051165	6051161	6051281	6051180	6051183	6051189	6051287	6051225	6051224	6051227	6051226	6051278	6051178	6051176
98614	98614	98614	21498	98614	98614	21498	21495	98614	98614	98614	98614	98614	98614	21495	21498
Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear
100'000.00	150'000.00	1,000,000.00	1,700,000,00	4'898'655.00	111'885.00	800,000.00	350'000.00	866'139.00	1'940'000.00	6'275'958.00	1'561'890.00	920,000,00	89'380.00	700,000.00	300,000.00
1.00000	1.00000	1.00000	1.00000	1.41990	1,11885	1.00000	1.00000	1.41990	1.00000	1.41990	1.41990	1.00000	1.78760	1.00000	1.00000
100.000	150'000	1,000,000	1,700,000	3'450'000	100.000	800,000	350,000	610'000	1'940'000	4,420,000	1,100,000	920,000	50,000	700,000	300,000
OSN	OSD	asn	OSO	EUR	CHF	USD	USD	EUR	OSD	EUR	EUR	asn	GBP	asn	OSN
Lehman Brothers Treasury BV -in default- 17.8 % Daily accrual callable Equity linked Note / 2007-27.7.2009 on shares BNP Paribas, CS Group	Lehman Brothers Treasury BV -in default- 13 % Daily accrual callable Equity linked Note / 2007-19.6.2009 floating Rate on shares basket Senior	Lehman Brothers Treasury BV -in default- 10nc3 DRAN Coupon 8.10% P.A. 3 mth USD LIBOR 0 - 7 % Mat 11-12-17	Lehman Brothers Treasury BV -in default- 10nc3 DRAN Coupon 8.10% P.A. 3 mth USD LIBOR 0 - 7 % Mat 11-12-17	Lehman Brothers Treasury BV -in default- CGN protected Pan Asia high Dividend Notes / 2007-2.4.2010 (3 Years - Euro)	Lehman Brothers Treasury BV 100 % Capital Protected Notes / 2007-8.6.2010 on a Basket of 20 Shares	Lehman Brothers Treasury BV -in default- 10 % p.a. CAELN - 2.7.2010 on Shares 5 HK 90 % Put: 129.51, 100 % Qtrly Trg: 143.9.	Lehman Brothers Treasury BV -in default- 10 % p.a. CAELN - 2.7.2010 on Shares 5 HK 90 % Put: 129.51, 100 % Qtrly Trg: 47.3 o	P. J.	Lehman Brothers Treasury BV -in default- 104 % protected Pan Asia high Dividend Note / 2006-16.6.2009 (3 Years / USD)	Lehman Brothers Treasury BV -in default- 100 % protected Pan Asia high Dividend Note / 2006-16.6.2009 (3 Years / EUR)	Lehman Brothers Treasury BV -in default- 100 % Capital protected Notes / 2006-14.7.2009 on S&P PAN Asia 50 high Dividend Index II	Lehman Brothers Treasury BV -in default- 104 % Capital protected Notes / 2006-14.7.2009 on S&P Pan Asia 50 Index II	Lehman Brothers Treasury BV -in default- 0 % EMTN / 2006-1.12.2010 on basket of Commodities Series 5316	Lehman Brothers Treasury BV -in default- 15.25 % p.a. CAELN - 18.9.2009 on shares 5 HK HSBC Holdings 92 % Put: 128.616, 100 % Othy Tru: 139.8	Lehman Brothers Treasury BV -in default- 15.25 % p.a. CAELN-18.9.2009 on shares 5 HK HSBC Holdings 92 % Put: 128.616, 100 % Qtrly Trg: 139.8
XS0312194854	XS0305438821	XS0332109221	XS0332109221	XS0290588572	xS0302351266	XS0307617315	XS0307617315	xS0213629487	xS0257807874	xS0257807288	xS0260770010	xS0260769434	xS0272635185	xS0320520884	KS0320520884

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CH0027121034	Lehman Brothers Securities NV -in default- 12 1/2 % Reverse Convertible Certificates / 2007-3.11.2008 on shares Givaudan, Swies Re Swarth Groun	CHF	2.000	1,11885	5'594.25	SIX SIS Ltd.	20121553	458169062108211
XS0337553175	Comparation of the Comparation o	OSD	100,000	1.00000	100.000.00	Euroclear	21498	6051164
XS0337553175	29.12.2009 on Shares UBSN VX & DBS SP 70 % PUT:35.6901, 44 07 100 % Onth TRG-50 9858 20.1	asn	400,000	1.00000	400,000.00	Euroclear	98614	6051166
XS0337553175	29.12.2009 on Shares URSN VX & DBS SP 70 % PUT:35.6901, 14.07.200 on Chris TRG: 50.9858. 20.1	asn	600,000	1.00000	600'000'00	Euroclear	21495	6051169
XS0302043012	Lehman Brothers Treasury BV -in default- Equity Linked Notes / 2007-29.5.2009 Floating Rate on Equity	EUR	550,000	1.41990	780'945.00	Euroclear	21495	6051214
XS0338765562	Lehman Brothers Treasury Co NV -in default- 44 % PA Caeln - 11.1.2010 on Shares 941 HK, 1800 HK, 2628 HK 85 % put: 116.875, 17.34,34.2975 95 % Birnthly TRG: 130.625, 19.38,	HKD	11'000'000	0.12833	1411'630.00	Euroclear	21495	6051154
XS0338329740	26.335.2 Lehman Brothers Treasury NV -in default- 18.%PA Caeln - 5.1.2009 sts 857HK&2628HK 74.5% put: 10.117,29.651 90%Bim TRG:1222.35.85	OSN	200,000	1.00000	200,000.00	Euroclear	21498	6051156
XS0338329740	Lehman Brothers Treasury NV -in default- 18.%PA Caeln - 5.1.2009 shs 857HK&2628HK 74.5% put: 10.117,29.651 90%Bim	asn	500,000	1.00000	500,000.00	Euroclear	21495	6051153
XS0336248322	Lehman Brothers Treasury Co BV -in default- 10NC6 DRAN, CPN 8.45% P.A. 0 - 6 MTH USD LIBOR - 7, MAT 17.12.17	asn	100.000	1,00000	100,000.00	Euroclear	21495	6051168
XS0336248322	Lehman Brothers Treasury Co BV -in default- 10NC6 DRAN, CPN 8.45% P.A. 0 - 6 MTH USD LIBOR - 7, MAT 17.12.17	asn	200,000	1.00000	200,000.00	Euroclear	21498	6051162
XS0326427480	Lehman Brothers Securities NV -in default- 12 % Reverse Convertible Certificates / 2007-30.10.2008 on a Basket of Shares Series L-07/643	CH	2,000	1.11885	2'237.70	Euroclear	98614	6051170
XS0342303400	2Y PRIN PTD ASIAN CURR APPRECIATION BKT -in default-SGD, CNY, INR, MYR, KRW, IDR (EQ WEIGHTED) vs USD PR	asn	2.200.000	1.00000	2'200'000.00	Euroclear	21498	6051157
XS0342303400	2007/8 27 PRIN PTD ASIAN CURR APPRECIATION BKT -in default- SGD, CNY, INR, MYR, KRW, IDR (EQ WEIGHTED) vs USD PR	asn	1,550,000	1.00000	1,550,000.00	Euroclear	21495	6051155
XS0345680655	Lehman Brothers Treasury BV CGN-Asian Currency Basket Note 1 2008-7.2.2011 (USD 3 years)	asn	2,946,000	1.00000	2'946'000.00	Euroclear	98614	6051152
XS0347785312	Lehman Bros -in default- 10NC3 DRAN Cpn 7.00 % 0 to 7% on 3mth USD Libor	OSN	500,000	1.00000	500'000.00	Euroclear	21495	6051148

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6051145	6049832	6049833	6051146	6051149	6051147	6051221	6049838	6049837	6051216	988137252008211	6051367	6051371	6051151	6051184	6051285	6051187	6051284
21498	98614	98614	21498	21495	21498	98614	21498	21495	98614	20121553	98614	21498	98614	21498	21498	21498	21498
Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	SIX SIS Ltd.	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear
800,000.00	283'980.00	1,000,000.00	175'007.50	1'225'052.50	200,000.00	536'280.00	357'520.00	178'760.00	425'970.00	44'754.00	70,995.00	1,000,000.00	141'990.00	100'000.00	141'990.00	141'990.00	141'990.00
1.00000	1.41990	1.00000	0.70003	0.70003	1.00000	1.78760	1.78760	1.78760	1.41990	1.11885	1.41990	1.00000	1.41990	1.00000	1.41990	1,41990	1.41990
800,000	200.000	1.000,000	250'000	1,750,000	200,000	300,000	200,000	100.000	300,000	40,000	20,000	1,000,000	100,000	100.000	100.000	100,000	100,000
OSD	EUR	asn	SGD	SGD	OSD	GBP	GBP	GBP	EUR	OH.	EUR	asn	EUR	OSN	EUR	EUR	EUR
Lehman Bros -in default- 10NC3 DRAN Cpn 7.00 % 0 to 7% on 3mth USD Libor	Lehman Brothers Treasury BV -in default- 95% Principal Protected / 2008-4.3.2011 on a Basket of Commodities	Lehman Brothers Treasury BV -in default- CGN Asian Currency Basket Notes / 2008-7.3.2011 (USD - 3 years)	Lehman Brothers Holdings Inc UK -in default- 4.2 % Global Notes / 2008-22.2.2013 Series 9880 Senior	Lehman Brothers Holdings Inc UK -in default- 4.2 % Global Notes / 2008-22.2.2013 Series 9880 Senior	Lehman Brothers -in default- (080417MC01) 10YR LIBOR DRAN 28.04.2018; CPN: 8.10pct x N/D 3M USD LIBOR : 0-7pct	Lehman Brothers Treasury Bv ELN / 2007-8.5.2009 variable rate on Equity	Lehman Brothers Holdings Inc UK -in default- 7 7/8 % Global Notes / 2008-8.5.2018 Series 10528 Senior	Lehman Brothers Holdings Inc UK -in default- 7 7/8 % Global Notes / 2008-8:5.2018 Series 10528 Senior	Lehman Brothers Treasury Bv ELN / 2007-26.5.2009 on Shares AXA SA, Commerzbank	Lehman Brothers Holdings IncChapter XI- 2.92667 % (no min./no max) EMTN / 2006-28.9.2009 floating rate	Lehman Brothers Treasury BV -in default- EMTN / 2004- 14.1.2014 Floating Rate Series 1890 Senior	Lehman Brothers Treasury BV -in default- 0 % EMTN / 2004-13.5.2010 on Momentum Aliweather Fund	Lehman Brothers Treasury BV -in default- 6 %EMTN / 2008-7.2.2013 variable rate	Lehman Brothers Treasury BV -in default- Daily Accrual Callable Equity Linked Note / 2007-6.7.2009 on shares Bank of America, Pensico, Wat-Mart Stores	Lehman Brothers Treasury BV -in default- Daily Accrual Callable Equity Linked Note / 2009-26.5.2009 on a Basket of Shares Seging	Lehman Brothers Treasury BV -in default- Daily Accrual Callable Equity Linked Note 2007-18.6.2009 on shares Credit Agricole, Lloyds Banking	Lehman Brothers Treasury BV -in default- 15 % Equity Linked Notes / 2007-21.5.2009 on Shares Credit Agricole, ING Groep
XS0347785312	XS0349282151	XS0350318399	XS0348395814	XS0348395814	XS0356956564	XS0298931956	XS0362467150	XS0362467150	XS0301340872	CH0026915527	XS0181945972	XS0192518024	XS0343843982	xS0308098663	XS0301130554	XS0305100892	XS0300662607

			68'255'014 40	Grand Total in HSD				
							ELN / 2007-6.7.2009 on shares Citigroup, Bank of America	
6051185	21498	Euroclear	100'000.00	1.00000	100,000	asn	Technologies, ICIC Bank xS0308099125 Lehman Brothers Treasury BV -in default- Daily Accrual Callable	XS0308099125
							Note / 2006-28.11.2008 on shares Tata Motors, Infosys	
6051282	21498	Euroclear	100,000.00	1.00000	100,000	asn		xS0274985828
							Bank to America Corp	
							Equity Linked Note / 2007-22.6.2009 on shares Citigroup Inc,	
6051188	21498	Euroclear	150'000.00	1.00000	150,000	OSD	xS0306693127 Lehman Brothers Treasury BV -in default- Daily Accrual Callable	xS0306693127
							2007-10.7.2009 on shares UBS, Royal Bk Scott, BNP Paribas	
6051175	21498	Euroclear	100,000.00	1.00000	100.000	OSD	XS0308970994 Lehman Brothers Treasury BV -in default- Daily Accrual Note /	XS0308970994

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